

**METROPOLITAN COUNCIL  
GRANT AGREEMENT NO. SG2013-094**

This grant agreement is between the Metropolitan Council ("Met Council") and the City of Bloomington (Grantee").

**Recitals**

1. The Minnesota Legislature, by Minnesota Laws 2013, Article 3, Section 4, appropriated funds for State Fiscal Year 2014 from the Constitutional Land and Legacy Amendment's Parks and Trails Fund to the Met Council for grant to implementing agencies as required under the new Minn. Stat. § 85.53 for parks and trails resources. Chapter 137, Article 3, Section 2, Subd. 2 indicates that fiscal year 2014 appropriations are available until June 30, 2016.
2. The Met Council is authorized by Minn. Stat. § 473.301 *et seq.* to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Met Council's Recreation Open Space Policy Plan.
3. The Grantee is authorized by Minn. Stat. § 85.53, subd. 3 to receive grants from the parks and trails fund to support parks and trails of regional significance.
4. On June 26, 2013, (2013-157) the Met Council authorized the granting of a portion of the appropriation to the Grantee for the completion of the Grant Project.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the Met Council.

**Grant Agreement**

**1. Term of Grant Agreement**

- 1.1 **Effective date:** Final execution by both parties.
- 1.2 **Grant Project Activity Period:** July 1, 2013 through the expiration date.
- 1.3 **Expiration date:** June 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.4 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 10. Liability; 11. Met Council Audits; 12. Government Data Practices and Intellectual Property; 14. Data Availability; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

**2. Grantees Duties or Grant Project**

The Grantee, who is not a Met Council employee, will complete the following FY2014 Project:

**Fund up to \$289,000 to reconstruct parking lots at the Hyland-Bush-Anderson Lakes Park Reserve.**

**3. Time**

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

#### 4. Estimated Project Budget

The Grantee shall submit to the Met Council's Authorized Representative, an Estimated Project Budget for the Grant Project as a condition for receiving payments from the grant for completed work on the Grant Project. The Estimated Project Budget shall include the following information:

- 1) Date of submittal to the Met Council.
- 2) Number of this grant agreement.
- 3) Grantee name (agency or government entity name).
- 4) Contact person for Grantee (name, address, phone number, e-mail).
- 5) Project description as stated "Grantee Duties or Grant Project" of this agreement.
- 6) Estimated construction costs to be funded with this grant consistent with the project description.
- 7) Estimated external professional services costs to be funded with this grant consistent with the project description.
- 8) Estimated internal professional services costs to be funded with this grant consistent with the project description.
- 9) Other estimated costs not included above to be funded with this grant that are consistent with the project description. Please describe what those other costs are.
- 10) Cumulative Total of items 6, 7, 8 and 9. The Cumulative Total should not exceed the grant amount.

The Grantee should update the Estimated Project Budget as actual costs are known and submit the Updated Estimated Project Budget to the Council's authorized contact person. If the actual costs exceed this grant amount, the Grantee is responsible for obtaining funds beyond what is provided in this grant to cover those additional costs.

#### 5. Eligible Costs

Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities that are *solely related* to and necessary for the completion of the Grant Project. The Grantee shall not be reimbursed for non-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the Met Council's prior written approval for out of state travel.

#### 6. Consideration and Payment

6.1 **Consideration.** The Met Council will reimburse Grantee for eligible costs performed by the Grantee during the Grant Period of up to **\$289,000**. This amount is granted for the purpose of performing the Grant Project. In no event will the Council's obligation under this agreement exceed the total grant amount. The Met Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project.

6.2. **Payment.** To obtain payment under this agreement, the Grantee shall submit a Reimbursement Request/Progress Report on forms provided by the Met Council. Reimbursement Request/Progress Reports may be submitted once per month after this grant agreement has been executed, but must be submitted at least semi-annually by December 1 and June 1 of each calendar year of the grant period. The Grantee shall describe the financial, construction, and consulting activities undertaken in connection with the grant and shall provide sufficient documentation of grant eligible expenditures and such other information as the Met Council's staff reasonably requests. The



Met Council will promptly pay the Grantee after the Grantee presents the Met Council with a Reimbursement Request/Progress Report and all itemized invoice for all eligible services actually performed and the Met Council's Authorized Representative accepts the invoiced services.

**7. Conditions of Payment**

All services provided by the Grantee under this grant agreement must be performed to the Met Council's satisfaction, as determined at the sole discretion of the Met Council's Authorized Representative and in accordance with all applicable federal, Met Council, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the Met Council to be unsatisfactory or performed in violation of federal, Met Council, or local law.

**8. Authorized Representative**

The Met Council's Authorized Representative is:

Name: Tori Dupre  
 Title: Senior Planner, Parks  
 Mailing Address: 390 North Robert Street  
 St. Paul, MN 55101  
 Phone: (651) 602-1621  
 E-Mail Address: [tori.dupre@metc.state.mn.us](mailto:tori.dupre@metc.state.mn.us)

or successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the Met Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is:

Name: Randy Quale  
 Mailing Address: City of Bloomington  
 1800 West Old Shakopee Road  
 Bloomington, MN 55431  
 Phone: (952) 563-8876  
 E-Mail Address: [rquale@ci.bloomington.mn.us](mailto:rquale@ci.bloomington.mn.us)

If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the Met Council.

**9. Assignment, Amendments, Waiver, and Grant agreement Complete**

- 9.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the Met Council and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 9.2 **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 9.3 **Waiver.** If the Met Council fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 9.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the Met Council and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

**10. Liability**

The Grantee must indemnify, save, and hold the Met Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Met Council, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Met Council's failure to fulfill its obligations under this grant agreement.

**11. Audits**

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the Met Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

**12. Government Data Practices**

The Grantee and Met Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Met Council under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Met Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Met Council.

**13. Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Met Council employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Met Council's obligation or responsibility.

**14. Data Availability**

Grantee agrees to comply with Minn. Stat. § 85.53, subd. 4, requirements for data collected by projects funded with money from the parks and trails fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments.

**15. Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**16. Termination**

The Met Council may cancel this grant agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**17. Data Disclosure**

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Met Council, to federal and state tax agencies and Met Council personnel involved in the payment of Met Council obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.



**18. Miscellaneous**

**18.1 Report to Legislature.** As provided in Minn. Stat. § 3.195, the Metropolitan Council must submit a report on the expenditure and use of money appropriated under the parks and trails fund to the legislature by March 1 of each year. The report must detail the outcomes in terms of additional use of parks and trails resources, user satisfaction surveys, and other appropriate outcomes. The grantee agrees to provide to the Met Council by February 1 of each year a report on any user satisfaction surveys it has related to this project, and other appropriate outcomes of the Grant Project as prescribed in section 18.4 of this agreement.

**18.2 Supplement.** The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding.

**18.3 Minnesota Conservation Corps.** The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

**18.4 Measureable Outcomes.** Grantee agrees to comply with the following: A project or program receiving funding from the parks and trails fund must meet or exceed the constitutional requirement to support parks and trails of regional or statewide significance. A project or program receiving funding from the parks and trails fund must include measurable outcomes, as defined in section 3.303, subdivision 10, and a plan for measuring and evaluating the results. A project or program must be consistent with current science and incorporate state-of-the-art technology, except when the project or program is a portrayal or restoration of historical significance. All information for funded projects, including the proposed measurable outcomes, must be made available for publication on the Web site required under section 3.303, subdivision 10, as soon as practicable and forwarded to the Met Council and the Legislative Coordinating Commission under the provisions of Minn. Stat. § 3.303, subd. 10. The Grantee must compile and submit all information for funded projects or programs, including the proposed measurable outcomes and all other items required under section 3.303, subdivision 10, to the Met Council and the Legislative Coordinating Commission as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

**18.5 Minn. Stat. § 16B.98.** Grants funded by the parks and trails fund must be implemented according to section 16B.98 and must account for all expenditures. Proposals must specify a process for any re-granting envisioned in which the amount available to the Grantee under the formula in Minn. Stat. § 85.53, subd 3 is maintained.

**18.6 Logo.** The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the parks and trails fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

**18.7 Website.** Pursuant to Minnesota Laws 2011, First Special Session, chap. 6, article 5, section 2 (f), the Grantee shall, when practicable, prominently display on the Grantee's Website home page the legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "*Click here for more information.*" When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may



use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

**18.8 Constitutionally Dedicated Funding Accountability.** Pursuant to Minnesota Laws 2011, First Special Session, chap. 6, article 5, section 1, the Grantee shall submit the following information to the Met Council by January 15:

- (i) the name of the project and a project description;
- (ii) the name, telephone number, members of the board or equivalent governing body, and e-mail address of the funding recipient and, when applicable, the Website address where the public can directly access detailed information on the recipient's receipt and use of money for the project;
- (iii) the amount and source of funding, including the fiscal year of the appropriation;
- (iv) the amount and source of any additional funding or leverage;
- (v) the duration of the project;
- (vi) the number of full-time equivalents funded under the project. For the purposes of this item, "full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088;
- (vii) the direct expenses and administration costs of the project;
- (viii) proposed measurable outcomes and the plan for measuring and evaluating the results;
- (ix) actual measured outcomes and evaluation of projects as required under sections 85.53, subdivision 2; 114D.50, subdivision 4; and 129D.17, subdivision 2;
- (x) education about the areas and issues the projects address, including, when feasible, maps of where projects have been undertaken;

All information for proposed and funded projects, including the proposed measurable outcomes, must be made available on the Web site as soon as practicable. Information on the measured outcomes and evaluation must be posted as soon as it becomes available. The costs of these activities shall be paid out of the arts and cultural heritage fund, outdoor heritage fund, clean water fund, parks and trails fund, and the environment and natural resources trust fund proportionately. For purposes of this section, "measurable outcomes" means outcomes, indicators, or other performance measures that may be quantified or otherwise measured in order to measure the effectiveness of a project or program in meeting its intended goal or purpose.

**18.9 Future Funding.** Future eligibility for money from the parks and trails fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session law.

#### **18.10 General Provisions**

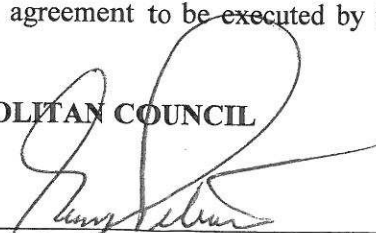
- (i) **Grants.** The Grantee shall implement this grant according to Minnesota Statutes, section 16B.98, and shall account for all expenditures of funds.
- (ii) **Constitution.** The Grantee must comply with the Minnesota Constitution, article XI, section 15, and may not substitute money received from a legacy fund for a traditional source of funding.
- (iii) **Trusts and similar instruments.** The Grantee must not use the money to fund a trust, endowment, or similar instrument unless: (1) the entity reports no later than February 1 each year to the commissioner of management and budget and the legislative committees with jurisdiction over legacy funds regarding the recipient's use and fiduciary stewardship of legacy funds during the period; and (2) the entity submits to

regular audits of the trust, endowment, or similar instrument by the Office of the Legislative Auditor.

- (iv) **Lawsuit.** This Grant shall be canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the date first above written.

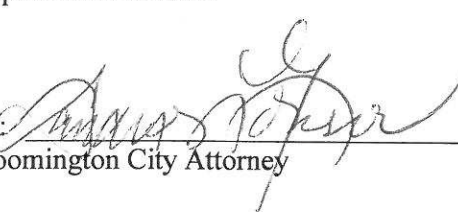
**METROPOLITAN COUNCIL**

By:   
Community Development Director

Date: 10-15-13

**CITY OF BLOOMINGTON**

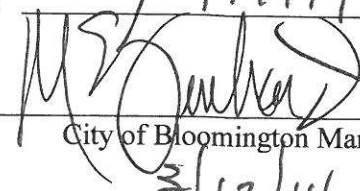
Approved as to form:

By:   
Bloomington City Attorney

**CITY OF BLOOMINGTON**

By:   
Mayor

Date: 3/17/14

By:   
City of Bloomington Manager

Date: 3/17/14

